



#21 APPLICATION

## DE-ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON TO DE-ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION

PLEASE LIST THE APPLICANT NAME REQUESTING DE-ANNEXATION

APPLICANT NAME:	DONG LEE
APPLICANT ADDRESS:	6225 GARDEN RD SPRINGFIELD VA 22152
CITY, STATE & ZIP:	
TELEPHONE NUMBER:	571 499 2987

PROPOSED PROPERTY TO BE DE-ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE DE-ANNEXED:	1525 CLEVELAND HWY
(2) SUBDIVISION OF THE PROPERTY TO BE DE-ANNEXED:	A.C. AIRWAY
(3) LOT(S) NUMBER OF THE PROPERTY TO BE DE-ANNEXED:	LOT 142 12TH DIST 31st SECTION
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE DE-ANNEXED:	C-2 COMMERCIAL UNIT

• PRESENT ZONING CLASSIFICATION	COMMERCIAL
• PROPOSED AMOUNT OF ACREAGE TO BE DE-ANNEXED	0.82 ACRES
• TAX MAP NUMBER/PARCEL NUMBER	142-12-01-003
• HOUSING UNITS	NONE

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF REGISTERED VOTERS

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF HOUSING UNITS.

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

CAUCASIAN

LATINO

AFRICAN  
AMERICAN

OTHER

(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS APPLICATION, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

SIGNATURE OF APPLICANT

DATE

2/11/2020

## OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached De-Annexation Application, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

*Describe parcel or parcels and nature of interest  
and percentage of interest*

0.82 acre C-2 COMMERCIAL / MEMBER OF GA UNIT GROUP LLC / 100 % INTEREST

I hereby appoint MR. CHARLIE WHITE  
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached de-annexation application.

DON S LEE  
(Owner's Name)

*ag DL*

Sworn to and subscribed  
Before me, this 13<sup>th</sup> day  
of February, 2020

Monica Matilda Feury  
Notary Public



(Seal)

After Recording Return to:  
Gregory H. Kinnamon  
Gregory H. Kinnamon, P.C.  
P.O. Box 6178  
Dalton, GA 30722-6178

[Space above this line for recording data.]

## **WARRANTY DEED**

**Georgia, Whitfield County**

**THIS INDENTURE** made this 12th day of July, 2005, between **J. Kristopher Kinnamon and Belinda L. Kinnamon**, Grantor, and **GA-Unit Group, LLC**, a Georgia limited liability company, Grantee.

The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**WITNESSETH:** That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property:

All that tract or parcel of land lying and being in Land Lot 142 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lots Nos. 7, 8, 9, 50, 51 and 52 of the A. C. Airway Subdivision, and being more particularly described according to a plat of survey prepared for George Copeland by Marcus E. Cook, Georgia Registered Land Surveyor No. 1935, dated June 6, 1996, and being more particularly described according to said survey as follows:

**BEGINNING** at the intersection of the east right of way line of Waring Road and the southeast right of way line of Pritchard Drive (a/k/a Old Dalton and Cleveland Road); thence running north 40 degrees 26 minutes east, along the southeast right of way line of Pritchard Drive, a distance of 122.50 feet to an iron pin; thence running south 52 degrees 15 minutes east a distance of 222.00 feet to a right of way monument on the westerly right of way line Georgia State Route 71; thence running south 35 degrees 45 minutes west,

along the northwesterly right of way line of Georgia State Route 71 (a/k/a Dalton-Cleveland Highway), a distance of 85.00 feet; thence running south 32 degrees 58 minutes west, along the northwest right of way line of Georgia State Route 71, a distance of 65.00 feet to an iron pin; thence running north 56 degrees 19 minutes 06 seconds west a distance of 215.00 feet to an iron pin located in the easterly right of way line of Waring Road; thence running north 10 degrees 48 minutes 01 second east, along the easterly right of way line of Waring Road, a distance of 47.80 feet to an iron pin and the point of beginning.

**THIS CONVEYANCE** is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever, in Fee Simple. The said GRANTOR will warrant and forever defend the right and title to the above-described property unto the said GRANTEE against the lawful claims of all persons.

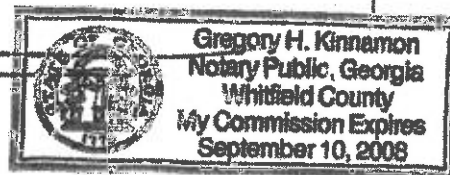
**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, Sealed and delivered  
in the presence of:

Mardha K. Gat  
Unofficial Witness

J. Kristopher Kinnamon (Seal)  
Belinda L. Kinnamon (Seal)  
Belinda L. Kinnamon

[Signature]  
Notary Public





Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
2 Martin Luther King Jr. Dr. SE  
Suite 313 West Tower  
Atlanta, Georgia 30334  
(404) 656-2817  
sos.georgia.gov/corporations

## Articles of Organization

### Article One

The name of the limited liability company is:

GA -UNIT GROUP LLC

### Article Two

(Check, and if applicable complete, one of the following)

- ☒ The articles of organization shall be effective upon filing with the Secretary of State.
- ☐ The articles of organization shall be effective on: 12/21/2004 at 12 AM  
(Date) (Time)

[Note: The delayed effective date may not be later than 90 days after the filing date.]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on

12/15/2004

(Date)

Signature

DONG S LEE

Print Name\*

- Capacity (choose one option only):
- ☐ Organizer
- ☒ Member
- ☐ Manager
- ☐ Attorney-in-fact

\* Enter individual's legal name, i.e. first and last name without use of initials or nicknames. Middle names or initials may be included.



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>GA-UNIT GROUP LLC</b>	Control Number:	<b>0474027</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>6225 Garden rd, Springfield, VA, 22152, USA</b>	Date of Formation / Registration Date:	<b>12/21/2004</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2020</b>

### REGISTERED AGENT INFORMATION

Registered Agent Name: **YONG S. LEE**  
Physical Address: **4132 STEVE REYNOLDS BLVD., N.W, Norcross, GA, 30093, USA**  
County: **Cobb**

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

# SOLE MEMBER OPERATING AGREEMENT OF

GA - UNIT GROUP, LLC

## A Georgia Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of december 21, 2002, by and among GA UNIT GROUP, LLC a Virginia Limited Liability Company (the "Company") and \_\_\_\_\_, executing this Agreement as the sole member of the Company (the "Member") and hereby states as follows:

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

### 1. Organization.

#### 1. Formation of LLC.

The Member has formed a Virginia Limited Liability Company named GA- UNIT GROUP, LLC by filing the Articles of Organization with the office in the State **Georgia** on DECEMBER 21, 2004. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Virginia relating to the formation, operation and taxation of a LLC, specifically the provisions under Title 10A, Chapter 5A which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

#### 2. Purposes and Powers.

a) The purposes of the Company shall be:

(i) INVESTMENT; and

(ii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

b) The Company shall have all powers necessary and convenient to effect any purpose for which it is formed, including all powers granted by the Statutes.

#### 3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated

Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

9. Rights, Powers and Obligations of Member.

- a. Authority. **DONG S LEE**, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.
- b. Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager.
- d. The Company is organized as a "member-managed" limited liability company.
- e. The Member is designated as the initial managing member.
- f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

g. Other Activities.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

10. Limitation of Liability; Indemnification.

a) Limitation of Liability and Indemnification of Member.

- i. The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor,



in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Books, Records and Accounting.

a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. Member's Capital Accounts.

A Capital Account for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. U.S. Federal Georgia State Income Tax Treatment.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal

assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

- ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Section 10(a)(i).
- iii. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.
- iv. All rights of the Member to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or

equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

- v. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

#### 11. Death, Disability, Dissolution.

- a. Death of Member. Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.
- b. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.
- c. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of:
  - i. At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.
  - ii. The determination by the Member that the Company shall be dissolved.

#### 12. Miscellaneous Provisions.

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

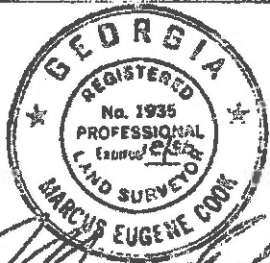
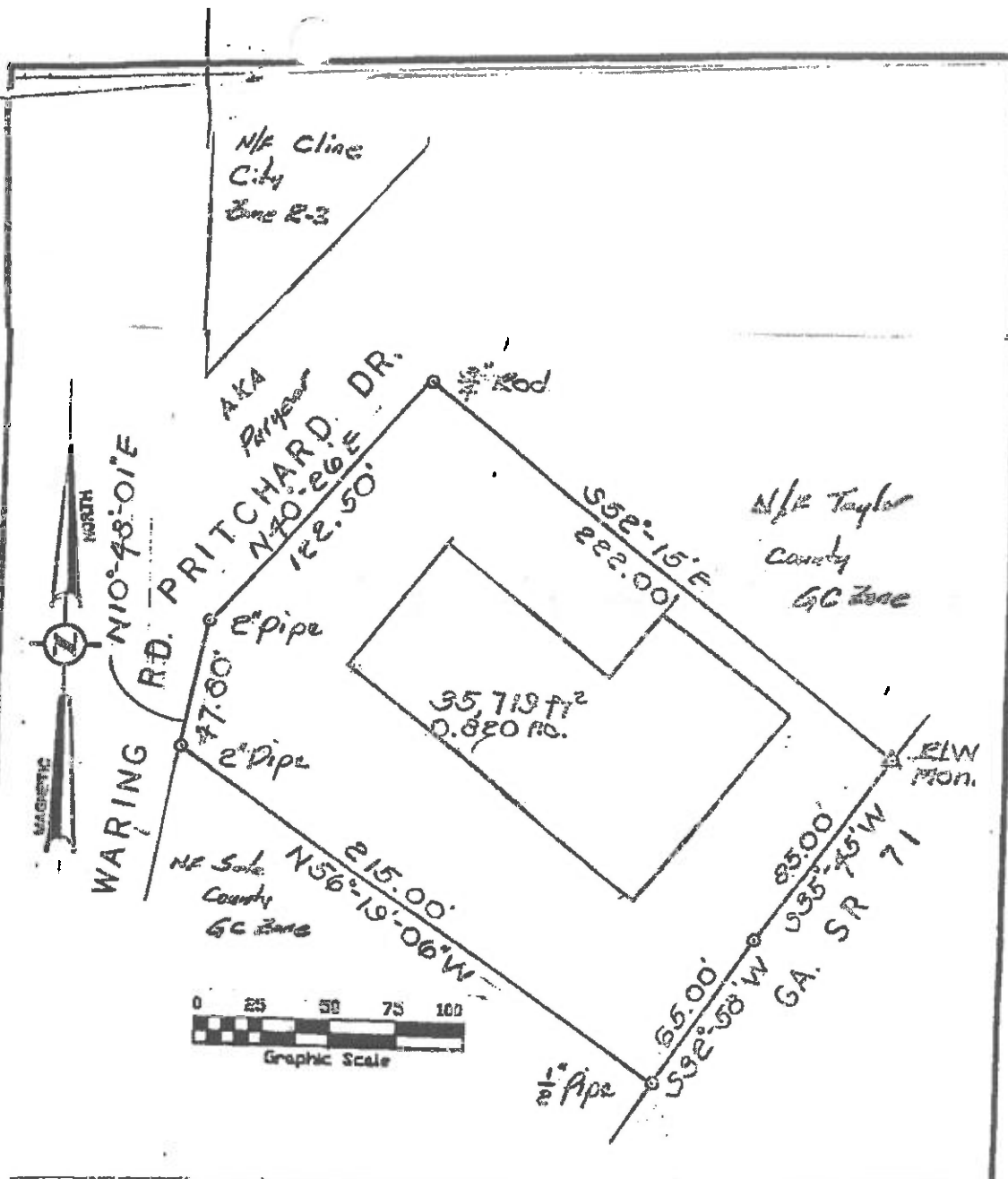
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.
- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.
- f. Governing Law. This Agreement is being executed and delivered in the State of Virginia and shall be governed by, construed and enforced in accordance with the laws of the State of Virginia.

**IN WITNESS WHEREOF**, the Member has hereunto set such Member's hand as of the day and year first above written.

GA - UNIT GROUP \_\_\_\_\_, LLC

Managing Member's Signature: \_\_\_\_\_ 

Print Name: DONG S LEE



SURVEY FOR

Jack Chancellor

GEORGIA REGISTERED LAND SURVEYOR NO. 1935

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 111,111 FEET AND AN ANGULAR ERROR OF 1/111,111 PER ANGLE POINT, AND WAS ADJUSTED USING THE NIPER RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 120,000 FEET, FIELD WORK DONE WITH 6.6-3.6 Top Gun

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THE PROPERTY IS NOT LOCATED IN A FLOOD ZONE AS SHOWN BY MAPS PREPARED BY THE UNITED STATES CORPS OF ENGINEERS FOR USE IN THE ADMINISTRATION OF THE H.U.D. FLOOD INSURANCE PROGRAM.

LOCATED IN LAND LOT 742

12th DISTRICT  
WHITFIELD COUNTY

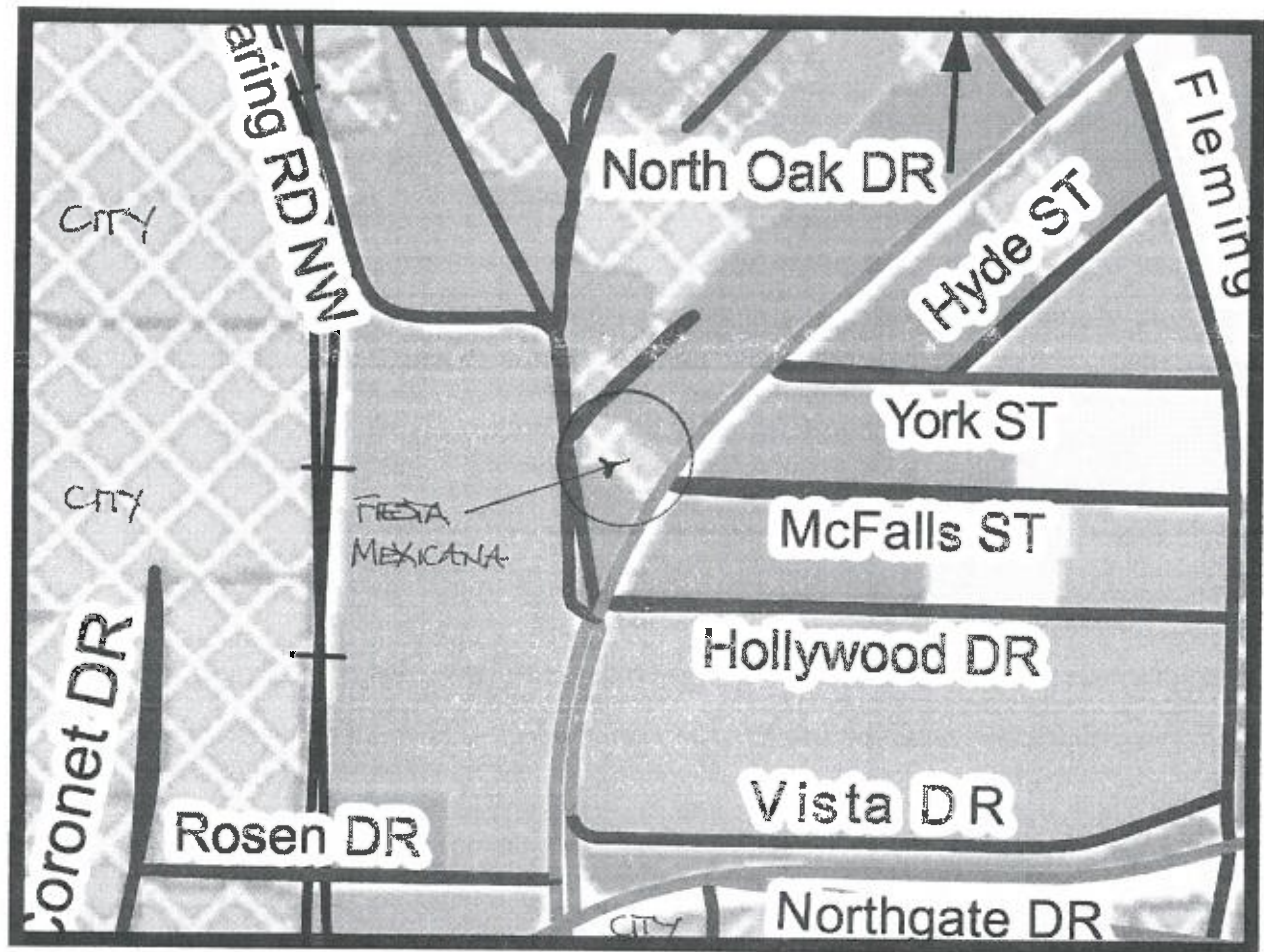
3rd SECTION  
GEORGIA

WHITFIELD ENGINEERING COMPANY  
Dallas, Georgia Phone 404-278-7518  
Rossville, Georgia Phone 404-866-5955  
DATE 6/11/2010 FILE 1-20  
REVISED Drawn by Chk by

#### LEGAL DESCRIPTION

A tract containing 0.82 acres of land in land lot 142, 12th District, 3rd Section of Whitfield County Georgia. More particularly described as follows:

Beginning at the S. E. intersection of Waring Road R/W and Pritchard Drive (aka Puryear Drive) R/W. Thence N  $40^{\circ} 26'$  E along the S. E. R/W of Pritchard Drive a distance of 122.50 feet; Thence S  $52^{\circ} 15'$  a distance of 222.0 to a point on the West R/W of GA Hwy 71; Thence along said R/W the following calls and distances S  $35^{\circ} 45'W$ , 85.00 feet; S  $32^{\circ} 58'W$ , 65.00 feet; Thence leaving the R/W line N  $56^{\circ} 19' .06''$  a distance of 21500 feet to the East R/W of Waring Road; Thence N  $10^{\circ} 48' 01''$  E along the East R/W of Waring Road a distance of 47.80 feet to the point of beginning.



NOTE: on 1525 CLEVELAND HWY PROPERTY

- ② ALL THE SURROUNDING COMMERCIAL UNITS ARE ZONED WITH WHITE RICE COUNTY
- ③ NEED UNIFORMITY IN ZONING.

#1: RESOLUTION  
BOARD OR COMM.**RE: de annexation of 1525 Cleveland Hwy****Robert Smalley <rsmalley@mccamylaw.com>**

Tue 2/11/2020 4:46 PM

**To: Dong Lee <burkecty@hotmail.com>**

Mr. Lee: You will need to contact the City of Dalton to request deannexation at this point. The County Board of Commissioners took action saying that if the City of Dalton approved the deannexation, then the property could go back to the unincorporated county. Thanks, Robert Smalley

**Robert H. Smalley, III****McCamy, Phillips, Tuggle & Fordham, LLP****P.O. Box 1105****Dalton, GA 30722-1105****(706) 278-4499****Fax: (706) 278-5002****[rsmalley@mccamylaw.com](mailto:rsmalley@mccamylaw.com)****[www.mccamylaw.com](http://www.mccamylaw.com)**

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**From:** Dong Lee [<mailto:burkecty@hotmail.com>]**Sent:** Tuesday, February 11, 2020 11:47 AM**To:** Robert Smalley**Subject:** de annexation of 1525 Cleveland Hwy

Hello

Appreciation for your work!!

Now that the resolution has been passes for the county to take back the property.

1. Can you ask the city attorney what are my chances that city council will allow the de annexation.
2. Whom should I get the legal opinion.

Regards

dong lee 571 499 2987



## De annexation of 1525 Cleveland Hwy

Dong Lee <burkecty@hotmail.com>

Thu 2/13/2020 9:26 AM

To: Dong Lee <burkecty@hotmail.com>

**Here are the reasons for de annexation**

Reason:

1. Previous owner did ( Initiated) the annexation to the city.
2. According to the map, **all my neighbor are in the county registration. Even the property located south of my unit ( Waffle House). Therefore I am surrounded by the Whitefield Zoning.**
3. The **Whitfield county passed the resolution** to accept the my unit if the city allows the de annexation.
4. **Lower the tax amount and give the saving to the tenants** so that they will stay in my location longer.
5. **Same utility services can be done through the county with lower rate,**
6. As a new owner, I am **singled out in the zoning process with respect to the my surrounding commercial units.**
7. **Uniformity is needed in the zoning area.**

Respectable submitted,

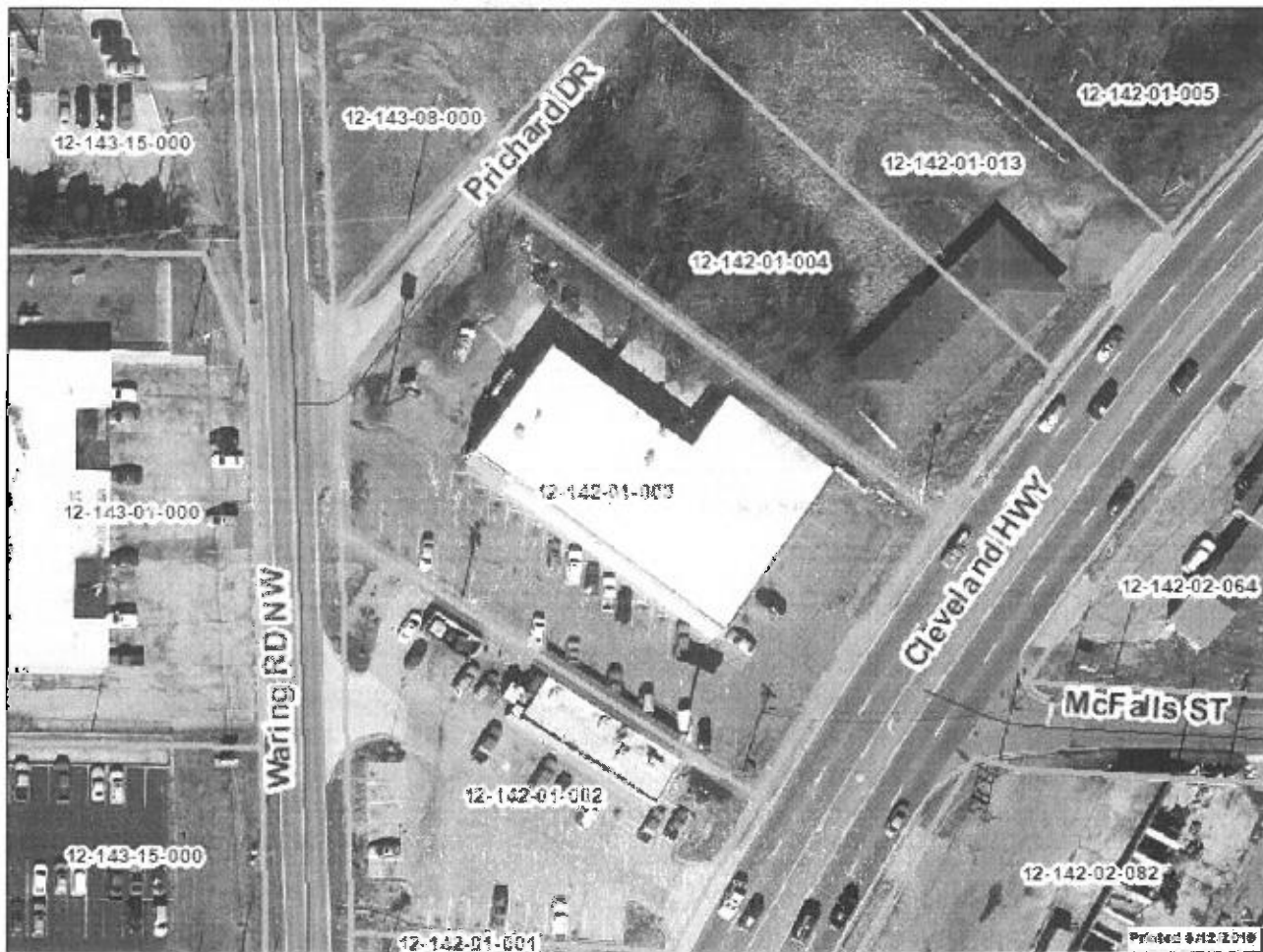
Dong Lee / Member Ga Unit Group LLC

Improvement Number	1	Construction Type	Wood/Steel Combination
Section Number	1	Wall Height	12
Sketch	<a href="#">Click Here</a>	Year Built	1995
Class	Commercial	Effective Year Built	1999
Strata	Improvement	Section Area	10740
Built As	13Comm Shop Cntr Shell-S	Total Building Area	10740
Used As	13Comm Shop Cntr Shell-S	<b>Plumbing</b>	
Grade	100	One Fixture	0
Physical Depreciation	0.96	Two Fixture	4
Structure value	252007	Three Fixture	0
Section Value	332981	Bath\Kitchen	0
Total Improvement Value	332981	1.5 Bath\Kitchen	0
Comments:		2 Bath\Kitchen	0



## Residential Structure Information

This parcel does not have any residential structures to display



For the current GIS map of this parcel, click on the Quickmap to launch the interactive map viewer

## Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	GA-UNIT GROUP LLC	Legal Description	LTS 7T9 & 50T52 A C AIRWAY
Year	2019	Sale Date	
Parcel Number	12-142-01-003	Taxes Due	10009.52
Bill	213043	Taxes Due Date	12/20/2019
Exemption Type		Taxes Paid	0
Account No.	7039094	Taxes Paid Date	
Millage Rate	0	Current Due	10009.52
Fair Market Value	677381	Back Taxes	0
Assessed Value	270952	Total Due	10009.52
Prior Years Tax Data	Tax		

## Commercial Structure Information

### General

### Construction Information

## Gesse Cabrera

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**From:** Blanca Cardona <bcardona@whitfieldcountyga.com>  
**Sent:** Wednesday, February 19, 2020 12:28 PM  
**To:** Gesse Cabrera  
**Cc:** Bernadette Chattam  
**Subject:** RE: de annexation of 1525 Cleveland Hwy

Hey Gess,

The BOC didn't pass a resolution. See minutes below. I let Mr. Lee know this was the only action the BOC took.

**14. City of Dalton De-Annexation Request from GA-Group LLC:** Motion was made by Commissioner Jones and seconded by Commissioner Brooker to accept parcel no. 12-142-01-003 back into unincorporated Whitfield County if the City of Dalton approves the de-annexation request from GA-Group, LLC. The motion was approved 4-0, with Commissioners Brooker, Jones, Robbins, and Crossen in agreement.

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**From:** Gesse Cabrera <GCabrera@daltonga.gov>  
**Sent:** Wednesday, February 19, 2020 12:02 PM  
**To:** Blanca Cardona <bcardona@whitfieldcountyga.com>  
**Cc:** Bernadette Chattam <BChattam@daltonga.gov>  
**Subject:** FW: de annexation of 1525 Cleveland Hwy

Hey Blanca, can you send me a copy of this approved resolution? The applicant did not include it in his mailed application.

Sincerely,

Gesse Cabrera, CMC | Deputy City Clerk  
City Hall | Clerk's Office

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**From:** Jason Parker  
**Sent:** Thursday, February 13, 2020 5:01 PM  
**To:** Gesse Cabrera <GCabrera@daltonga.gov>; Bernadette Chattam <BChattam@daltonga.gov>  
**Cc:** Kim Witherow <KWitherow@daltonga.gov>  
**Subject:** FW: de annexation of 1525 Cleveland Hwy

Gesse and Bernadette,

See below – this person has contacted us previously about de-annexation. I think Whitfield County Commission adopted a resolution approving de-annex provided City agrees. If we get the application we can go from there.

Jason Parker  
Dalton City Administrator  
300 W. Waugh Street  
P.O. Box 1205  
Dalton, GA 30722

## DALTON FIRE DEPARTMENT

**TODD PANGLE**  
Fire Chief  
Telephones 706-278-7363  
Fax 706-272-7107  
tpangle@daltonga.gov

404 School Street  
Dalton, GA 30720



**PUBLIC SAFETY COMMISSION**  
Bill Weaver  
Dr. Luis Vismonte  
Terry Mathis  
Kenneth E. Willis  
Anthony Walker

**David Pennington, III**  
Mayor, City of Dalton

**Re: De-annexation 1525 Cleveland Hwy.**

**Mayor,**

In response to the aforementioned request, I have some concerns that may need to be considered with this request. First, if this request is granted, it will exacerbate the problem with county locations receiving services from both entities, while only paying county taxes. As it has recently been illustrated, the automatic-aid agreement is largely one sided, in that Dalton Fire is providing automatic aid abundantly more than we are receiving. In approving this request, the owner of this building will still be receiving city services while being on the county tax roll.

Multiple times in the owners correspondence he mentions zoning. In de-annexing this property it will not change his zoning due to the fact we have unified zoning in Whitfield/Dalton area. Rather than zoning being a reason, I am concerned that in requesting de-annexation, code enforcement is much more lenient in the unincorporated portions of the county. I researched any involvements that we have had recently, and found we had conducted an inspection of this building in 2019. During the course of this inspection, it was found the hood system in one of the tenants that cooks food was inoperable. The system had to be repaired and brought up to code in order for cooking to continue. Due to the fact that the county currently has no code enforcement, keeping these items current would be no concern for the tenants nor the owner of the building. However, as stated previously, we would have still be responding to the location in the event of a fire, which due to the lack of code enforcement would place our personnel at a greater risk.

Other than these concerns, I do not see that the de-annexing of this property would affect our service provided in this area.

Should you or any member of the council have any questions concerning my comments, please feel free to contact me.

Thank You,

  
**Todd Pangle**  
Fire Chief  
Dalton Fire Department

**William C Cason III**  
Chief of Police  
CCason@daltonga.gov  
www.daltonpd.com  
[www.cityofdalton-ga.gov/police](http://www.cityofdalton-ga.gov/police)



**Public Safety Commission**  
Terry Mathis  
Bill Weaver  
Kenneth E. Willis  
Anthony Walker  
Dr. Luis M. Viamonte

**DALTON POLICE DEPARTMENT**  
301 Jones Street, Dalton, Georgia 30720  
Phone: 706-278-9085 • Fax: 706-272-7905

Date: April 15, 2020  
To: Chief Cliff Cason  
From: Captain Jamie Johnson  
RE: (1525 Cleveland Hwy | Parcel: 142-12-01-003)

Chief Cason:

I have reviewed the De-annexation request for 1525 Cleveland Hwy | Parcel: 142-12-01-003  
The De-annexation of this property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Johnson", written in a cursive style.

Captain Jamie Johnson

**PUBLIC WORKS DEPARTMENT**  
**P. ANDREW PARKER, P.E., DIRECTOR**  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)

535 N. Elm Street  
P.O. Box 1205  
Dalton, GA 30722-1205  
Office: (706) 278-7077  
FAX: (706) 278-1847



**DAVID PENNINGTON, MAYOR**

**CITY COUNCIL MEMBERS**  
GARY CREWS  
TYREE GOODLETT  
ANNALEE HARLAN  
DEREK WAUGH

## M E M O R A N D U M

**TO: David Pennington III, Mayor**  
**Attn: Bernadette Chattam, City Clerk**

**FROM: P. Andrew Parker, P.E.**  
**Public Works Director**

**RE: De-Annexation Request**  
**Dong Lee**  
**1525 Cleveland Hwy**  
**0.82 Acres**  
**Parcel Number: 12-142-01-003**  
**Zoning Classification: C-2**

**DATE: April 15, 2020**

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Regarding the subject request, please be advised that the Public Works Department has no objections to the de-annexation of the above referenced property.



April 14, 2020

Mr. David Pennington, III  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: De-Annexation Request for 1525 Cleveland Highway (0.82A)**

Dear Mayor Pennington:

As requested in your April 13, 2020, memorandum, Dalton Utilities has reviewed the de-annexation request of Mr. Lee Dong for 0.82 acres +/- located at 1525 Cleveland Highway. This property is further described as parcel number 12-142-01-003 by the Whitfield County Tax Assessor's Office.

Dalton Utilities currently provides water, sewer and natural gas service to this location. The de-annexation of this property would have little to no impact on utility service or rates to the customer; therefore, we have no objection to this request.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,

Mark Buckner, P.E.

